

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Keller Independent School District ("KISD") and MNP Phase IV Section V, L.P. ("MNP"), on this _____ day of _____, 2006.

WHEREAS, KISD is the owner of real property located within the District and is currently constructing a new school on that site, to wit: 11773 Brae Burch Lane, Fort Worth, Texas (hereinafter referred to as "the Property"); and

WHEREAS, MNP is the developer of a development adjacent to the Property and has offered to construct a retaining wall on property adjacent to the boundary line of the Property; and

WHEREAS, MNP and its officers have sought certain easements from KISD on behalf of the City of Fort Worth to assist them in the developments of other sites; and

WHEREAS, MNP has requested, in consideration for construction of the retaining wall adjacent to the Property, that KISD grant the requested easements;

NOW THEREFORE, the parties hereby enter into and agree to the terms of this Agreement:

1.

MNP agrees to construct, at no cost to KISD, a retaining wall adjacent to the Property as designed by its engineers, Carter & Burgess, according to plans and specifications identified as file W-1294, date April 2003, and plans and specifications for a concrete screen wall prepared by engineer Micha P. Duffy, identified as Job 105-003 and dated 3/2/2006 including the requirement that the base of the wall will be buried at least six (6) inches beneath the finished grade, such plans having been reviewed and approved by Teague Nall & Perkins, engineers for KISD. MNP agrees to complete construction of the retaining wall according to the plans and specifications within thirty (30) days following the execution of this Agreement.

2.

MNP agrees that the retaining wall referred to in the preceding paragraph shall not be constructed on KISD's Property, but on or against the boundary line of the properties adjacent to KISD's Property. KISD agrees to allow MNP and its contractors to enter onto KISD's Property for purposes of backfilling and grading the Property up to the retaining wall according to the drainage and grading plans and specifications for the Property prepared by Teague Nall & Perkins. MNP agrees to be responsible for any damage to the Property caused by said backfilling or grading work during the construction process. MNP agrees to provide all materials and equipment for the grading and backfill work on the Property at no cost to KISD. MNP shall be responsible for obtaining consent from the owners of the adjacent property to allow MNP to construct the wall on their

property. KISD shall have no responsibility for obtaining such consent.

3.

KISD agrees to grant, as requested by MNP, the City of Fort Worth Permanent Sewer Line Easement and Temporary Construction Easement, further identified as Woodland Springs, Parcel # 3, Doe # 4987, WM. McCowan Survey, Abstract No. 999. As required by the Texas Education Agency and Civil Order No. 5281, such easements will be submitted to the Texas Education Agency for review and approval and will contain language required by Civil Order 5281. Upon review and approval by the Texas Education Agency, and upon completion of the retaining wall and related backfill and grading work on KISD Property according to the plans and specifications cited in paragraphs 1 and 2 above by MNP, the approved easements will be delivered to MNP. MNP further agrees that it shall install taps or connections on the sewer line installed in the Permanent Sewer Line Easement referenced above at no cost to KISD, in order to allow KISD to connect to said sewer line when it develops the property which contains that easement.

4.

MNP and KISD agree that the covenants and terms of this Agreement are mutually dependent, such that KISD shall not be responsible for delivering the easements referenced in paragraph 3 above unless and until MNP completes the construction of the retaining wall referenced in paragraph 1 in compliance with the plans and specifications referenced above, and MNP is not required to begin construction on the retaining wall referenced in paragraph 1 until KISD has voted to approve the easement referenced in paragraph 3 above, subject to approval and authorization by the Texas Education Agency.

5.

The parties agree to mutually cooperate in the execution of documents, in the exchanging of information necessary to complete this Agreement, and in any construction, backfill, or grading work required for the completion of the construction of the retaining wall referenced above.

6.

The parties agree that this Agreement shall be governed by the laws of the State of Texas, and that should any dispute arise out of or concern this Agreement, the venue for any such dispute shall be in state courts in Tarrant County, Texas. The prevailing party in any litigation arising out of or concerning of this Agreement shall be entitled to recover reasonable and necessary attorney's fees, as provided by Section 271.159, Texas Local Government Code. The parties agree to mediation of any such dispute prior to the filing of litigation. Mediation shall be a condition prerequisite to the filing of any litigation arising out of any dispute under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

KELLER INDEPENDENT SCHOOL DISTRICT MNP PHASE IV SECTION V, L.P.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____